



MISC 2014008393



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Fee amount: 46.00
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
02/03/2014 08:34:58.00



2014008393

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Community Development Resources
285 S. 68th Street Place, #520
Lincoln, NE 68510

Loan No. 63013450-00

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is made this 12th day of November, 2013, by the undersigned, a Tenant, as identified below.

DEFINITIONS AND RECITALS

- A. The following definitions shall apply to this Subordination Agreement:
1. "Owner" shall mean and refer to: Stephen Warren, Inc.
 2. "Operating Company" shall mean and refer to: NA
 3. "Tenant" shall mean and refer to: EHPV Lottery Services LLC.
 4. "Lender" shall mean and refer to Community Development Resources.
 5. "Real Property" shall mean and refer to that real property located at 4629 South 108th Street, Omaha, Nebraska 68127 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
 6. "Deed of Trust" and "Note" shall mean and refer to the Deed of Trust and Note Owner will execute in the amount of \$315,000.00, in favor of Lender, payable with interest upon the terms and conditions described therein, Loan No. 63013450-00.

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7. "Lessor" shall mean and refer to the lessor as of the date of this Agreement under that certain lease with Tenant in relation to the Real Property.
- B. Owner is, or will be, at the time this Agreement is recorded, the owner of the Real Property.
- D. On May 17, 2010 and January 26, 2011 EHPV LOTTERY SERVICES LLC Tenant entered into a lease with Stephen Warren, Inc. This lease provides for the leasing of a portion of the Real Property to Tenant. This Lease/Sublease shall hereinafter be referred to as the "Lease" and the portion of the Real Property being leased to Tenant is referred to as the "Premises."
- E. It is a condition precedent to obtaining said loan that said Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Real Property, prior and superior to the Lease and the leasehold estate created thereby including subleasehold estates.
- G. Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the Real Property prior and superior to the Lease and to the leasehold estate (including subleasehold estates) created thereby and provided that Tenant and all sublessees will specifically and unconditionally subordinate and subject the Lease and the leasehold estate (including subleasehold estates) created thereby together with all rights and privileges of Tenant (and/or sublessees) thereunder, to the lien or charge of the Deed of Trust in favor of Lender.
- H. It is to the mutual benefit of the parties hereto that Lender make such loan to Owner, and Tenant agrees that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon the Real Property which is unconditionally prior and superior to the Lease and to the Leasehold estate created thereby.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. The Deed of Trust in favor of Lender securing said Note in favor of Lender, and any renewals and extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Real Property described therein, prior and superior to the Lease, to the Leasehold estate created thereby and to all rights and privileges of Tenant thereunder, and said Lease, the Leasehold estate created thereby together with all rights and privileges of Tenant thereunder is hereby subjected and made subordinate to the lien or charge of the Deed of Trust in favor of Lender.
2. That Lender would not make its loan above described without this Subordination Agreement.
3. That this Agreement shall be the whole and only agreement with regard to the subjection and subordination of the Lease and the leasehold estate created thereby together with all rights and privileges of Tenant thereunder to the lien or charge of the Deed of Trust in favor of Lender and shall supersede and cancel, but only insofar as would affect the priority between the Lease and the Deed of Trust hereinbefore specifically described, any prior agreement as to such subjection or subordination, including, but not limited to, those provisions, if any, contained in the Lease, which provide for the subjection or subordination of said Lease and the leasehold estate created thereby to a deed or deeds of trust or to a mortgage or mortgages.
4. Tenant declares, agrees and acknowledges that Tenant intentionally and unconditionally waives, relinquishes, subjects and subordinates the Lease, the leasehold estate created thereby together with all rights and privileges of Tenant thereunder in favor of the lien or charge upon the Real Property of the Deed of Trust in favor of Lender and understand that in reliance thereon, and in consideration of this waiver, relinquishment, subjection and subordination specific loans and advances are being and will be

made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

5. **Non-Disturbance.** In the event that Lender takes possession of the Real Property, either as a result of foreclosure of the mortgage or accepting a deed to the Real Property in lieu of foreclosure, or otherwise, or the Real Property shall be purchased at such a foreclosure by a third party, and Lender or such third party shall furnish Tenant reasonably satisfactory evidence that it has acquired title to the Real Property subject to no liens or encumbrances superior to the Lease, Tenant shall attorn to Lender or such third party and recognize Lender or such third party as its landlord under the Lease and Lender or such third party will recognize and accept Tenant as its tenant thereunder, whereupon, the Lease shall continue in full force and effect as a direct lease between Lender or such third party and Tenant for the full term thereof, together with all extensions and renewals thereof, and Lender or such third party shall thereafter assume and perform all of the landlord's obligations, as landlord under the Lease with the same force and effect as if Lender or such third party were originally named therein as Lessor, except that Lender or such third party shall not be (i) liable for any act, omission or default of Lessor, or any prior landlord, except such acts, omissions, and defaults which are of a continuing nature, and of which Lender or such third party received written notice within a reasonable time after the occurrence of same, (ii) bound by any prepayment of more than one month's rent reserved under the Lease, and (iii) bound by any amendment or modification of the Lease made without the express written consent of Lender or such third party.

However, if conflicting claims should be made to the rent payable under the Lease, Tenant shall have the right to institute an interpleader suit for the purpose of determining who is entitled to payment of such rents, and to pay the rent in accordance with the judicial determination rendered in such suit.


6. Tenant further declares and certifies that:

- a) Tenant is now in possession of the Premises.
- b) Tenant is the sole Lessee of the Premises.
- c) The Lease is presently in full force and effect and has not been amended or modified in any way, whether orally or in writing, except as set forth above, if at all.
- d) Other than a security deposit, as set forth in the Lease, Tenant has not prepaid any rent or other charge.
- e) Tenant has accepted the Premises and has no claim, defense, set-off or counterclaim against the Owner and/or Lessor.
- f) There are presently no defaults by Owner and/or Lessor under the Lease, nor does anything exist which, with the giving of notice or passage of time, would constitute a default by Owner and/or Lessor under the Lease.
- g) Tenant does not have any right of first refusal or option to purchase all or any portion of the Real Property.

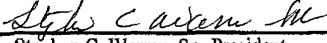
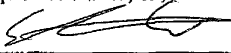
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE REAL PROPERTY.

TENANT

EHPV Lottery Services LLC

<u>Gary Vander Woude, CFO</u>
Print Name and Title

EPC

Stephen Warren, Inc.

By: Stephen C. Warren, Sr., President

By: Stephen C. Warren, II, Vice President

Operating Company

NA

(All signatures must be acknowledged)

Title of Document: Subordination Agreement

Dated: November 12, 2013

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On November 12, 2013, before me, a Notary Public, personally appeared Gary VanderWoude, CFO (Title), of EHPV Lottery Services LLC who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Elizabeth D. Leader (Seal)



GENERAL NOTARY - STATE OF NEBRASKA
ELIZABETH D. LEADER
My Comm Exp. Oct. 6, 2017

Title of Document: Subordination Agreement

Dated:

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

On January 29, 2014, before me, a Notary Public, personally appeared Stephen C. Warren, Sr., as President of Stephen Warren, Inc. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Stephanie L. Trammell* (Seal)



STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

On January 29, 2014, before me, a Notary Public, personally appeared Stephen C. Warren, II, as Vice President of Stephen Warren, Inc. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Sheri A. Burkholder* (Seal)

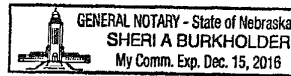


Exhibit "A"

All of Lot 4 and the South 45 feet of Lot 3 in Hampton Commercial Plaza, an Addition to the City of Omaha, Douglas County, Nebraska, except any portions of such property lying within public right of ways.